

Ordinance 06-31

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WESTFIELD CONCERNING WATER SERVICE LINE PROTECTION PLAN PROGRAM

WHEREAS, the Town of Westfield, Indiana (the "Town") is governed by the Town Council (the "Council"); and

WHEREAS, the Town owns and operates a water utility (the "Water Utility") through its Department of Public Works (the "Department"); and

WHEREAS, for purposes of this Ordinance, the term water service lines refers to customer service pipes, as that terms is defined in the Water Service Rules and Regulations ("Rules and Regulations") enacted in Ordinance 03-21, as amended; and

WHEREAS, each customer of the Water Utility owns its own water service line (the "Water Service Line") from the meter pit to the structure receiving water service as provided in the Rules and Regulations; and

WHEREAS, repairs to Water Service Lines can be expensive; and

WHEREAS, the Town is aware of other utilities providing a protection plan for damage to utility facilities similar to water service lines to their customers; and

WHEREAS, the Town desires to offer a protection plan to Water Utility customers that desire to avoid expensive Water Service Line repairs; and

WHEREAS, the Department has prepared a protection plan program that it is prepared to offer to the Town's customers; and

WHEREAS, the protection plan program is not insurance and is not intended to be insurance; and

WHEREAS, the Council has reviewed the protection plan program;

NOW THEREFORE BE IT ORDAINED, by the Town Council of the Town of Westfield, meeting in regular session, that:

Section 1. There is hereby established a Water Service Line Protection Plan Program (the "Plan").

Section 2. The Department shall administer the Plan under the terms and conditions identified on Attachment 1 hereto.

Section 3. The Department shall prescribe an application ("Application") to be used to determine the eligibility of applicants, the terms of which application shall govern the relationship between the Town and approved applicants ("Plan Participants") under the Plan.

Section 4. The annual fee ("Annual Fee") for the Plan is \$96.00/per Plan Participant. The Annual Fee shall be due and payable in full at the time the Plan Participant submits his/her Application to the Town. Applicants that are deemed ineligible by the Town shall receive a full refund of the Annual Fee.

Section 5. The actions of the Town and Department staff working under the provisions of this Ordinance are to be deemed in accordance with Town policy.

Section 6. Any current Town or Department policy in effect contrary to the provisions of this Ordinance shall be deemed void. Any portion of this Ordinance that may later be deemed invalid shall not affect the remaining provisions.

Section 7. This Ordinance shall become effective upon its adoption and proper publication in accordance with Indiana law. All ordinances or parts thereof in conflict herewith are hereby ordered repealed.

ALL OF WHICH IS ORDAINED this 14 day of Aug, 2006.

WESTFIELD TOWN COUNCIL

Voting For


Teresa Otis Skelton


Jack Hart


David Mikesell


Bob Smith


Ron Thomas

Voting Against

Teresa Otis Skelton

Jack Hart

David Mikesell

Bob Smith

Ron Thomas

Abstain

Teresa Otis Skelton

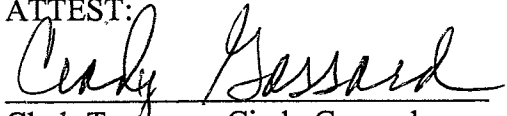
Jack Hart

David Mikesell

Bob Smith

Ron Thomas

ATTEST:


Clerk-Treasurer, Cindy Gossard

This ordinance prepared by
David T. McGimpsey

"I affirm, under the penalties for perjury, that I have
taken reasonable care to redact each Social Security
number in this document, unless required by law."

(name)

WESTFIELD PUBLIC WORKS



WATER SERVICE LINE PROTECTION PLAN PROGRAM

I have read, understand and agree to the attached terms and conditions of the Town of Westfield's Water Service Line Protection Plan Program.

Applicant's Name: _____

Service Address: _____

Daytime Telephone Number: _____

Customer Written Signature

Customer's Printed Name

Payment Received By (Westfield Public Works Employee)

Date Amount Paid Check #

For service requests during normal business hours please contact the Customer Service Center at (317) 867-1116 or (317) 874-3668 for after hour's emergencies.

**TOWN OF WESTFIELD
DEPARTMENT OF PUBLIC WORKS
WATER SERVICE LINE PROTECTION PLAN PROGRAM
TERMS AND CONDITIONS**

WATER SERVICE LINE PROTECTION PLAN PROGRAM ("PLAN"). The Town of Westfield (the "Town") is offering the Plan to customers of its water utility. The Plan is an optional service, and the customers of the Town's water utility are not obligated to purchase the services available under the Plan in order to receive water service from the Town. THE PLAN IS NOT AN INSURANCE OR WARRANTY CONTRACT.

ELIGIBILITY. To participate in the Plan, a customer (the "Plan Participant") must own or have written authorization to provide maintenance for the customer-owned water service line and associated parts between the Town's meter and the residential dwelling served by the Town. A water service line can be no greater than 2 inches in diameter and must be in good condition on the date the Plan takes effect. Water service lines longer than 200 feet must be inspected and approved by the Town or its agent before the Plan becomes effective. The Town reserves the right to deny coverage for any reason, including, but not limited to, compliance with the terms and conditions of the Plan, relevant rules, regulations, laws, local codes or standards, or if the Plan Participant's water service line is otherwise nonconforming. A separate application ("Application") is required for each water service line at a residence. The Plan is nontransferable.

RESPONSE TIME. The Town or its agent will respond to requests for service 24 hours a day, 7 days a week. Within the constraints of weather, emergency conditions, workload, and staffing levels, the Town will make every attempt to perform repairs or replacement within 24 hours. However, the Town will not be responsible for delays beyond the Town's reasonable control. In the case of an unsafe condition to be solely determined by the Town or its agent, the Town reserves the right to delay service to a Plan Participant's water service line until the Plan Participant makes the area safe. If a Plan Participant fails to make the area safe, the Town reserves the right to terminate the Plan.

COVERAGE. The Plan covers all parts, materials, and labor to repair or replace a leaking or broken water service line between the Town's meter box and the exterior wall of the residence. The Town or its agent will determine whether to repair or replace any covered parts. The Town reserves the right to select the materials and/or parts to be used in the repair or replacement; however, all such materials and/or parts will comply with all relevant and applicable laws, regulations, codes, and standards. The Town or its agent will perform all work related to the repair or replacement of the water service line. Repair or replacement under the Plan includes all excavation, backfill costs, and removal of spoils in the area of the repair or replacement. The Plan also covers damage to the water service line caused by earthquake and freezing.

EXCLUSIONS. The Plan does not include any parts not specifically identified as covered. Appurtenances such as pressure-reducing valves, house valves, backflow devices, water softeners, booster pumps, irrigation and separate fire sprinkler systems, hose bibs, etc., are not included. The Plan does not cover preexisting damage, new installations, relocation, or alterations of existing water service lines by others. The Plan does not include repairs or replacement of parts damaged directly or indirectly as a result of a Plan Participant or any other party working or excavating on a Plan Participant's property or in the vicinity of a Plan Participant's water service line or inside plumbing or its associated parts. The Plan does not cover damage caused by flooding, volcanic eruption, sinkholes, landslides, civil disobedience, riots, war, terrorism, or natural disasters other than earthquakes or freezing. The Plan also excludes any property where the water service line branches off, or is tapped into, to service multiple dwellings. The Plan does not cover service lines improperly installed by others.

LIMITATIONS. The Town will cover a maximum of \$2,500 per occurrence. The Town will not be liable for any incidental or consequential damage, including damage caused by leaks or by water service interruption. The Town will also not be liable for any damage to a Plan Participant's property unless such damage is the direct result of negligence of the Town or its agent. All work in relation to the Plan must be performed by the Town or its agent. The Town will not pay for any labor or materials for repair or replacement of any covered items performed by any unauthorized parties.

WARRANTY. The Town will repair or replace a Plan Participant's covered water service line so that it will be suitable for the use intended for a one-year period from the date of repair or replacement. During the warranty period, if the repair or replacement does not conform to this warranty, the Town will make the necessary correction. All corrected repairs will be similarly warranted.

ENROLLMENT. The Plan begins 45 days after receipt of a properly completed application. The Town reserves the right to make an on-site inspection of the water service line and associated parts to ensure they are in proper operating condition before accepting any responsibility under the Plan. The Plan Participant shall grant the Town permission to fulfill the Town's duties under the Plan. Although most homeowners' insurance policies do not cover the cost to repair or replace water service lines, it is the Plan Participant's responsibility to verify coverage with his or her insurance carrier, prior to enrollment in the Plan, in order to avoid coverage overlap.

BILLING. Participation in the Plan is based on a twelve-month term (the "Twelve Month Term"). Any and all fees associated with participation in the Plan shall be due and payable in full on an annual basis (the "Annual Fee"). Payment of the initial Annual Fee is due and payable upon filing of an Application with the Town. For subsequent Twelve Month Terms, the Annual Fee shall be due and payable in full on or before the expiration date of the prior Twelve Month Term, and shall be billed separately from a Plan Participant's monthly bill for water service. The Town reserves the right to adjust the coverage and price upon thirty (30) days written notice to a Plan Participant.

RENEWALS. The Plan will be renewed at the conclusion of each Twelve Month Term if the Plan Participant notifies the Town in writing, via receipt of payment, of the Plan Participant's desire to continue the Plan on or before the final day of the Twelve Month Term.

CANCELLATION AND TERMINATION. A Plan Participant may cancel the Plan at any during the Twelve Month Term by mailing a request for cancellation to the Town of Westfield, Department of Public Works, Westfield, Indiana. Cancellations requested prior to the conclusion of the current Twelve Month terms shall not become effective until the conclusion of such Twelve Month Term, and such Plan Participant will not receive a refund of any portion of the Annual Fee. The Town may terminate the Plan for non-payment. The Town also reserves the right to discontinue the Plan at the end of the Twelve Month Term at the complete discretion of the Town.

DISPUTE RESOLUTION. All disputes shall be submitted in writing and addressed to the Town's Director of Public Works (the "Director"). The Director shall, within fourteen (14) days of receipt, respond to a Plan Participant's dispute. If the Director's recommendation is not satisfactory to resolve a customer's dispute, the parties agree to have the dispute heard by an independent mediator before initiating formal legal action. The losing party, as determined by the mediator, shall be responsible for all costs of mediation, including, but not limited to the prevailing party's costs and its own costs of mediation. In determining the losing party, the mediator shall consider whether the Director's recommendations were reasonable and adequate to resolve the dispute. The mediator's recommendations shall not be legally binding on the parties.

CONTACT INFORMATION.

**Please retain a copy of the Water Service Line Protection Plan Terms and Conditions for your records.*